

Fill in this information to identify your case:**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS**

Debtor 1 Joshua L. Abshier
 First Name Middle Name Last Name

Debtor 2 _____
 (filing spouse) First Name Middle Name Last Name

Case Number: 17-10459

☐ Check if this modification is filed prior to filing of TRCC.

☐ Check if this modification is filed after TRCC filing but still within Benchmark Fee Period

☒ Check if this modification is filed after Benchmark Fee Period.

List the sections which have been changed by this modification:

2.2; 3.6; Part 5

TXEB Local Form 3015-d**MOTION TO MODIFY
CONFIRMED CHAPTER 13 PLAN**

.....Adopted: Dec 2017

TO THE HONORABLE JUDGE OF THIS COURT:

1. This Motion to Modify Previously-Confirmed Chapter 13 Plan (the "Modification Motion") is filed by the:

☒ Debtor;¹ ☐ Chapter 13 Trustee;

☐ Unsecured Claimant:

for the purpose of modifying certain specified provisions of that Chapter 13 Plan which had previously been confirmed for the Debtor on **12/8/2017 [dkt #22]**. Except as modified herein, all provisions of the confirmed Chapter 13 Plan remain in full force and effect.

If this Motion is filed by the Debtor, each Debtor:

☒ certifies that an amended Schedule I and Schedule J have been filed contemporaneously with this motion;

☐ declares, under penalty of perjury, that the information contained in Schedule I and Schedule J, as previously filed with the Court, remains true and correct.

28-DAY NEGATIVE NOTICE – LBR 3015(h):

Your rights may be affected by the plan modifications sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written objection, explaining the factual and/or legal basis for opposing the relief.

No hearing will be conducted on this Motion unless a written objection is filed with the Clerk of the United States Bankruptcy Court and served upon the party filing this pleading WITHIN TWENTY-EIGHT (28) DAYS FROM DATE OF SERVICE shown in the certificate of service unless the Court shortens or extends the time for filing such objection. If no objection is timely served and filed, this pleading shall be deemed to be unopposed, and the Court may enter an order confirming this plan modification. If an objection is filed and served in a timely manner, the court will thereafter set a hearing with appropriate notice. If you fail to appear at the hearing, your objection may be stricken. The Court reserves the right to set a hearing on any matter.

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1 The use of the singular term "Debtor" in this Modification Motion includes both debtors when the case has been initiated by the filing of a joint petition by spouses.

2. This Modification Motion is required *[select all applicable]*:

- ☐ to reconcile the Plan with allowed claims pursuant to the TRCC;
- ☐ to increase the amount of payments required under the Plan;
- ☒ to reduce the amount of payments required under the Plan;
- ☐ to provide for an allowed claim omitted from treatment under the Plan;
- ☐ to extend the time for making payments required under the Plan;
- ☐ to reduce the time for making payments required under the Plan;
- ☒ to surrender collateral pursuant to § 3.6;
- ☐ to cease further plan disbursements to a particular claimant;
- ☒ to cure a delinquency in the plan payments caused by Divorce caused additional expenses for the Debtor
- ☐ to increase the amount of retained income tax refunds authorized under § 2.4;

Reason: ;

- ☒ to seek approval of an additional award of attorney's fees to the Debtor's attorney;
- ☐ Other: _____
- ☐ to add a nonstandard provision to Part 8 of the Plan *[check box below]*;

3. **Notice to Creditors:** Regarding insertion of new Nonstandard Provision into Debtor's Plan:

Nonstandard provisions as set forth in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
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4. The specific modifications to the Debtor's Plan are as follows:

- ☒ § 2.2 of the Plan regarding regular plan payments² is **MODIFIED** in the following respects:

Beginning on the 30th day after the Petition Date³ unless the Court orders otherwise, the Debtor will make regular payments to the Trustee in variable amounts throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the "Plan Term"). The payment schedule shall consist of:

☐ **Constant Payments:** The Debtor will pay \$ _____ per month for _____ months.

☒ **Variable Payments** The Debtor will pay make variable plan payments throughout the Plan Term. The proposed schedule for such variable payments are set forth in **Exhibit A** to this Order and are incorporated herein for all purposes.

If plan payment amounts are increasing, the Debtor certifies that, with regard to § 2.3 of the Plan,

Debtor Joshua L. AbshierCase number 17-10459

- ☐ a Motion for an Amended Wage Withholding Order for the increased payment amount has been filed;
- ☐ an increase of the amount to be transferred to the Trustee by electronic means has been authorized.

² Any reference to § 2.2 of the Plan herein includes any payments designated and confirmed under ¶ 2 of the 2006 version of TXEB Local Form 3015-a.

³ The use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this case.

☐ **None.** No additional Cure Claims designated for treatment under § 3.2 of the Plan ⁴

☒ **No Remaining Claims.** All claims previously listed as a Cure Claim in § 3.2 of the Plan have been reclassified.

☐ **Revised/Additional Cure Claims.** § 3.2 of the Plan regarding the treatment of Cure Claims is **MODIFIED** in the following respects; provided, however, that to the extent that any Cure Claim added hereto is composed of a post-petition mortgage arrearage, the payment of any such arrearage shall be deferred until such time as the Claimant files an amended proof of claim to quantify the amount of the post-petition arrearage and, in any event, unless the Court specifically orders otherwise, such payment shall be subordinated to the existing payment rights of junior classes under the Debtor's previously-confirmed Chapter 13 Plan:

Claimant	Collateral/Property Description	Debtor's DPO Amount	Cure Claim Amount	Plan Interest Rate	Projected Monthly Payment by Trustee	Projected Total Cure Payment by Trustee
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☒ **None.** No additional 910 Claims designated for treatment under § 3.3 of the Plan. ⁵

☐ **No Remaining Claims.** All claims previously listed as a 910 Claim in § 3.3 of the Plan have been reclassified.

☐ **Revised/Additional 910 Claims.** § 3.3 of the Plan regarding the treatment of 910 Claims is **MODIFIED** in the following respects:

Claimant	Collateral Description	910 Claim Amount	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
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☒ **None.** No additional 506 Claims designated for treatment under § 3.4 of the Plan ⁶

☐ **No Remaining Claims.** All claims previously listed as a 506 Claim in § 3.4 of the Plan have been reclassified.

☐ **Revised/Additional 506 Claims.** § 3.4 of the Plan regarding the treatment of 506 Claims is **MODIFIED** in the following respects:

Claimant	Collateral Description	506 Claim Amount	Collateral Value	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
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⁴ Any reference to § 3.2 of the Plan herein includes any payments designated and confirmed under ¶ 6(B) or ¶ 8 of the 2006 version of TXEB Local Form 3015-a.

⁵ Any reference to § 3.3 of the Plan herein includes any payments designated and confirmed under ¶ 6(A)(ii)(a) of the 2006 version of TXEB Local Form 3015-a.

⁶ Any reference to § 3.4 of the Plan herein includes any payments designated and confirmed under ¶ 6(A)(ii)(b) of the 2006 version of TXEB Local Form 3015-a.

☒ **None.** No additional Direct Claims designated for treatment under § 3.5 of the Plan. ⁷

☐ § 3.5 of the Plan regarding the treatment of Direct Claims is **MODIFIED** in the following respects:

Claimant	Collateral Description	Total Claim Amount on Petition Date	Collateral Value on Petition Date	Contract Interest Rate	Monthly Payment per Contract	Party to Make Payment	Date of Final Monthly Payment
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☐ **None.** No additional designations for surrender of collateral under § 3.6 of the Plan.⁸

☒ **Additional Surrender of Collateral.** § 3.6 of the Plan regarding the designation of property to be surrendered is **MODIFIED**. The Debtor surrenders to each additional claimant listed below the property that secures that creditor's claim and requests that, upon the granting of this Modification Motion, the automatic stay under § 362(a) be terminated as to the referenced collateral only and any co-debtor stay under § 1301 be terminated in all respects. Pending the consideration of this Modification Motion, the Trustee shall immediately cease any plan distribution to the additional claimant on account of the allowed secured claim for which the surrendered collateral stands as security. The affected claimant shall have **ninety (90) days after the entry of the order granting this Modification Motion** to file an amended proof of claim regarding recovery of any deficiency balance from the Estate resulting from the disposition of the collateral. Any such allowed general unsecured claim will thereafter be treated under § 5.2 of the confirmed plan.

Claimant	Collateral Description	Collateral Location
SBA	202 David St., Bridge City, TX 77611	
Seterus	202 David St., Bridge City, TX 77611	

☒ **None.** No additional DSO Claims designated for treatment under § 4.4 of the Plan.⁹

☐ **No Remaining Claims.** All claims previously listed as a DSO Claim in § 4.4 of the Plan have been reclassified.

☐ **Revised/Additional DSO Claims.** § 4.4 of the Plan regarding the treatment of DSO Claims is **MODIFIED** in the following respects:

⁷ Any reference to § 3.5 of the Plan herein includes any payments designated and confirmed under ¶ 12(B) of the 2006 version of TXEB Local Form 3015-a.

⁸ Any reference to § 3.6 of the Plan herein includes any designations for surrender of collateral under ¶ 6(C) of the 2006 version of TXEB Local Form 3015-a.

⁹ Any reference to § 4.4 of the Plan herein includes any payments designated and confirmed under ¶ 5(A) of the 2006 version of TXEB Local Form 3015-a.

DSO Claimant	Projected DSO Claim Amount	Projected Monthly Payment by Trustee
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☒ **None.** No additional Tax/Other Priority Claims designated for treatment under § 4.6 of the Plan.¹⁰

☐ **No Remaining Claims.** All claims previously listed as a Tax/Other Priority Claim in § 4.6 of the Plan have been reclassified.

☐ **Revised/Additional Tax/Priority Claims.** § 4.6 of the Plan regarding the treatment of Tax/Other Priority Claims is **MODIFIED** in the following respects:

Priority Claimant	Projected Claim Amount	Projected Monthly Payment by Trustee
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☐ **Part 8** of the Plan is **MODIFIED** with the inclusion of the following Special Provision:x.

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Under Bankruptcy Rule 3015(c), nonstandard provisions **must** be set forth below. A nonstandard provision is a provision not otherwise included in the Official TXEB Form or any deviation from it. *Any nonstandard provision set out elsewhere in this Modification Motion is void. Even if set forth below, any nonstandard provision is void **unless the "Included" box is checked in ¶ 3 of this Modification Motion.***

5. **Request for Additional Attorney's Fees (Expiration of Benchmark Fee Period Only):**

LBR In light of the fact that the Benchmark Fee Period under 2016(h) expired prior to the filing of this motion, the Debtor's attorney Robert W. Barron requests an additional award of \$ 600.00 to be paid pursuant to § 4.3 of the confirmed Plan for legal services rendered and for reimbursement of expenses incurred with regard to the preparation and filing of this Modification Motion and other documents pertaining thereto. This award would be in addition to any other fees previously awarded or paid in this case and shall be paid in a manner consistent with § 9.2 of the confirmed Plan.

WHEREFORE, the Movant, as identified in ¶ 1 herein, respectfully prays that the foregoing Modification Motion be granted, that the Debtor's Plan be modified in the manner set forth herein, that, if applicable, any request for additional attorney's fees as set forth in ¶5 be granted, and that such other and further relief be granted in this regard as may be appropriate under the circumstances.

Respectfully submitted,

Barron & Barron, LLP

/s/ Robert W. Barron

Barron & Barron, LLP
24040479
P.O 1347
Nederland, Texas 77627

Phone: (409) 727-0073
Fax: (409) 724-7739

ATTORNEY FOR DEBTOR(S)

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION**

IN RE: **Joshua L. Abshier**CASE NO **17-10459***Debtor(s)*CHAPTER **13**

EXHIBIT "A" - VARIABLE PLAN PAYMENTS

PROPOSED PLAN OF REPAYMENT (VARIABLE PAYMENTS INTO THE PLAN)

<u>Month / Due Date</u>	<u>Payment</u>	<u>Month / Due Date</u>	<u>Payment</u>	<u>Month / Due Date</u>	<u>Payment</u>
1 09/21/2017	\$314.29	21 05/21/2019	\$380.00	41 01/21/2021	\$380.00
2 10/21/2017	\$314.29	22 06/21/2019	\$380.00	42 02/21/2021	\$380.00
3 11/21/2017	\$314.29	23 07/21/2019	\$380.00	43 03/21/2021	\$380.00
4 12/21/2017	\$314.29	24 08/21/2019	\$380.00	44 04/21/2021	\$380.00
5 01/21/2018	\$314.29	25 09/21/2019	\$380.00	45 05/21/2021	\$380.00
6 02/21/2018	\$314.29	26 10/21/2019	\$380.00	46 06/21/2021	\$380.00
7 03/21/2018	\$314.29	27 11/21/2019	\$380.00	47 07/21/2021	\$380.00
8 04/21/2018	\$314.29	28 12/21/2019	\$380.00	48 08/21/2021	\$380.00
9 05/21/2018	\$314.29	29 01/21/2020	\$380.00	49 09/21/2021	\$380.00
10 06/21/2018	\$314.29	30 02/21/2020	\$380.00	50 10/21/2021	\$380.00
11 07/21/2018	\$314.29	31 03/21/2020	\$380.00	51 11/21/2021	\$380.00
12 08/21/2018	\$314.29	32 04/21/2020	\$380.00	52 12/21/2021	\$380.00
13 09/21/2018	\$314.29	33 05/21/2020	\$380.00	53 01/21/2022	\$380.00
14 10/21/2018	\$314.29	34 06/21/2020	\$380.00	54 02/21/2022	\$380.00
15 11/21/2018	\$380.00	35 07/21/2020	\$380.00	55 03/21/2022	\$380.00
16 12/21/2018	\$380.00	36 08/21/2020	\$380.00	56 04/21/2022	\$380.00
17 01/21/2019	\$380.00	37 09/21/2020	\$380.00	57 05/21/2022	\$380.00
18 02/21/2019	\$380.00	38 10/21/2020	\$380.00	58 06/21/2022	\$380.00
19 03/21/2019	\$380.00	39 11/21/2020	\$380.00	59 07/21/2022	\$380.00
20 04/21/2019	\$380.00	40 12/21/2020	\$380.00	60 08/21/2022	\$380.00

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

IN RE:

JOSHUA L. ABSHIER
xxx-xx-9233
202 David Drive
Bridge City, TX 77611

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§

CASE NO.17-10459
CHAPTER 13

DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that on October 16, 2018, a true and correct copy of the above and foregoing document shall be served via electronic means, if available, otherwise by regular, first class mail, to the following and the attached mailing matrix. This service complies with Local Rules of Bankruptcy Procedure 9013(e).

John Talton

110 North College Ave., 12th Floor
Tyler, TX 75702

Mr. Joshua L. Abshier

202 David Drive
Bridge City, TX 77611

FivePoint Credit Union

c/o James W. King
6420 Wellington Place
Beaumont, TX 77706

Port Arthur Community FCU

c/o James W. King
6420 Wellington Place
Beaumont, TX 77706

Orange County

Linebarger Goggan Blair & Sampson LLP
c/o Tara L. Grundemeier
P.O. Box 3064
Houston, TX 77253

Seterus, Inc.

PO Box 1047
Hartford, CT 06143

/s/ Robert W. Barron

ROBERT W. BARRON

Yoshie Valadez

McCarthy & Holthus, LLP
1255 West 15th Street, Suite 1060
Plano, TX 75075

Label Matrix for local noticing 0540-1 Case 17-10459 Eastern District of Texas Beaumont Tue Oct 16 11:37:57 CDT 2018	Joshua L. Abshier 202 David Drive Bridge City, TX 77611-3735	Attorney General of Texas Child Support Division 3520 Robertson Rd., Ste. 501 Tyler, TX 75701
Robert W. Barron Barron & Barron LLP P.O. Box 1347 Nederland, TX 77627-1347	Barron & Barron, LLP P.O. Box 1347 Nederland, Texas 77627-1347	FivePoint Credit Union c/o James W. King 6420 Wellington Place Beaumont, TX 77706-3206
FivePoint Credit Union P.O. Box 1366 Nederland, TX 77627-1366	FivePoint Federal Credit Union P.O. Box 1366 Nederland, TX 77627-1366	Ford Motor Credit P.O. Box 152271 Irving, TX 75015-2271
Tara L. Grundemeier Linebarger, Goggan, Blair & Sampson, LLP P.O. Box 3064 Houston, TX 77253-3064	IRS P.O. Box 7346 Philadelphia, PA 19101-7346	Internal Revenue Service Centralized Insolvency Operations P.O. Box 7346 Philadelphia, PA 19101-7346
James W. King Offerman & King, L.L.P. 6420 Wellington Place Beaumont, TX 77706-3206	Orange County Linebarger Goggan Blair & Sampson LLP c/o Tara L. Grundemeier P.O. Box 3064 Houston, TX 77253-3064	Orange County c/o Tara L. Grundemeier Linebarger Goggan Blair & Sampson LLP P.O. Box 3064 Houston, Tx 77253-3064
Port Arthur Community FCU 3100 Central Mall Dr. Port Arthur, TX 77642-8039	Port Arthur Community Federal Credit Union c/o James W. King 6420 Wellington Place Beaumont, TX 77706-3206	Quantum 3 Group, LLC 1524 Market St. Kirkland, WA 98033-5401
Quantum3 Group LLC as agent for Cascade Capital LLC Series A PO Box 788 Kirkland, WA 98083-0788	SBA 10737 Gateway West, Ste. 300 El Paso, TX 79935-4910	Sandra Abshier 7201 Lake Arthur Dr. #220 Port Arthur, TX 77642-8141
Seterus P.O. Box 1077 Hartford, CT 06143-1077	Seterus, Inc. PO Box 1047 Hartford, CT 06143-1047	Sun Loan 3529 Twin City Hwy Port Arthur, TX 77642-2103
John Talton. Plaza Tower 110 N. College Ave, 12 Floor Tyler, TX 75702-7226	U.S. Attorney General Department of Justice Main Justice Building 10th & Constitution Ave., NW Washington, DC 20530-0001	US Trustee Office of the U.S. Trustee 110 N. College Ave. Suite 300 Tyler, TX 75702-7231
United States Attorney's Office 350 Magnolia Ave., Ste 150 Beaumont, TX 77701-2254	Yoshie Valadez McCarthy & Holthus, LLP 1255 West 15th Street, Suite 1060 Plano, TX 75075-4220	

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Seterus, Inc.	End of Label Matrix	
PO Box 1047	Mailable recipients	28
Hartford, CT 06143-1047	Bypassed recipients	1
	Total	29